

1 THE HONORABLE MARSHA J. PECHMAN
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 AIDAN ISRAEL and CHALSE OKOROM

11 Plaintiffs,

12 vs.

13 SAFECO INSURANCE COMPANY OF
14 AMERICA

15 Defendant.

16 NO. 2:23-cv-01788-MJP

17 DECLARATION OF SAM LEONARD
18 IN SUPPORT OF MOTION FOR
19 REMAND

20 NOTE ON MOTION CALENDAR:
21 January 12, 2024

22 I Sam Leonard declare under penalty of perjury under the laws of the United States that
23 the following is true and correct,

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1. I am attorney for the Plaintiffs in this case.
2. I make this declaration after a review of the records attached hereto and records on
file with the Court.
3. Attached hereto as **Exhibit A** is a true and correct copy of the Answer and
Affirmative Defenses of Defendant Safeco Insurance Company of America that
Defendant filed in state court.

4. On August 10, 2023, I participated in a call with Safeco's attorney Matthew Adams. During our call, Safeco, through its agent Mr. Adams, offered to pay Plaintiffs \$27,467 to settle their claims.

5. Attached hereto as **Exhibit B** is a true and correct copy of a Certificate of E-Service filed in the state court showing that I served Safeco with Plaintiffs September 26, 2023 Amended Complaint on September 26, 2023 through the state court's electronic filing and service system.

Signed this 20th day of December, 2023 in Seattle, Washington.

/s/ Sam Leonard
Sam Leonard, WSBA #46498

MOTION FOR REMAND - 2
(Case No. 2:23-cv-0788-MJP)

Leonard Law, PLLC
9030 35TH AVE SW, Ste 100
Seattle, Washington 98126
(206) 486-1176
(206) 458-6028

EX. A

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6 Honorable
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8 IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
9 IN AND FOR KING COUNTY

10 AIDAN ISRAEL and CHALSE OKOROM,

11 Plaintiffs,

12 vs.

13 SAFECO INSURANCE COMPANY OF
14 AMERICA,

15 Defendant.

16 No. 23-2-10733-1 SEA

17 **ANSWERS AND AFFIRMATIVE
18 DEFENSES OF DEFENDANT SAFECO
19 INSURANCE COMPANY OF AMERICA**

20 COMES NOW Defendant Safeco Insurance Company of America, ("Safeco"), by and
21 through its counsel of record, Matthew S. Adams, and Jennifer E. Aragon, of Forsberg & Umlauf,
22 P.S., and hereby answers Plaintiffs' Complaint for Damages ("Complaint") as follows:

23 **I. PARTIES**

24 1.1 In answer to paragraph 1.1 of Plaintiffs' Complaint, Safeco lacks sufficient
25 information to form a belief as to the truth of the matters asserted therein, and therefore denies the
26 same.

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30 ANSWERS AND AFFIRMATIVE DEFENSES OF DEFENDANT SAFECO
31 INSURANCE COMPANY OF AMERICA- PAGE 1

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38 **FORSBERG & UMLAUF, P.S.**
39 ATTORNEYS AT LAW
40 901 FIFTH AVENUE • SUITE 1400
41 SEATTLE, WASHINGTON 98164
42 (206) 689-8500 • (206) 689-8501 FAX

1 1.2 In answer to paragraph 1.2 of Plaintiffs' Complaint, Safeco lacks sufficient
 2 information to form a belief as to the truth of the matters asserted therein, and therefore denies
 3 the same.

4 1.3 In answer to paragraph 1.3, Safeco states that paragraph 1.3 asserts a legal
 5 conclusion to which no response is required. If a response is required, Safeco denies to the extent
 6 inconsistent with Washington law.

7 1.4 In answer to paragraph 1.4, Safeco states that paragraph 1.4 asserts a legal
 8 conclusion to which no response is required. If a response is required, Safeco denies to the
 9 extent inconsistent with Washington law.

10 1.5 In answer to paragraph 1.5, Safeco admits it does business in Washington. With
 11 respect to the remaining allegations in paragraph 1.5, Safeco denies to the extent inconsistent with
 12 Washington law.

13 1.6 Admitted.

14 **II. JURISDICTION AND VENUE**

15 2.1 In answer to paragraph 2.1, Safeco asserts that it calls for a legal conclusion to
 16 which no response is required. If a response is required, Safeco lacks sufficient information to
 17 form a belief as to the truth of the matters stated therein, and therefore denies the same. Safeco
 18 reserves the right to assert that jurisdiction resides in the United States District Court for the
 19 Western District of Washington.

20 2.2 In answer to paragraph 2.2, Safeco asserts that it calls for a legal conclusion to
 21 which no response is required. If a response is required, Safeco lacks sufficient information to
 22 form a belief as to the truth of the matters stated therein, and therefore denies the same. Safeco

1 reserves the right to assert that venue is proper in the United States District Court for the Western
2 District of Washington

3 **III. FACTS**

4 3.1 In answer to paragraph 3.1 of Plaintiffs' Complaint, Safeco admits only that Safeco
5 issued a policy of insurance of Aiden Israel, which policy is a written document that speaks for
6 itself. Safeco further admits that policy was effective from April 12, 2022, through April 12, 2023.
7 All other allegations are denied.

8 3.2 In answer to paragraph 3.2 of Plaintiffs' Complaint, Safeco admits only that
9 Safeco issued a policy of insurance of Aiden Israel, which policy is a written document that
10 speaks for itself. All other allegations are denied.

11 3.3 Denied.

12 3.4 Denied.

13 3.5 In answer to paragraph 3.5 of Plaintiffs' Complaint, Safeco admits only that
14 Safeco issued a policy of insurance of Aiden Israel, which policy is a written document that
15 speaks for itself. All other allegations are denied.

16 3.6 In answer to paragraph 3.6 of Plaintiffs' Complaint, Safeco admits that Plaintiffs
17 submitted a claim. Safeco lacks sufficient information to form a belief as to the truth of the
18 remaining allegations and therefore denies the same.

19 3.7 In answer to paragraph 3.7 of Plaintiffs' Complaint, Safeco lacks sufficient
20 information to form a belief as to the truth of the allegations therein, and therefore denies the
21 same.

1 3.8 In answer to paragraph 3.8, Safeco admits only that Safeco advised Plaintiffs that
 2 based upon the facts presented, the claim involved an unresolved civil dispute and not a theft, but
 3 that Safeco would consider further information or developments. All other allegations are denied.

4 3.9 In answer to paragraph 3.9 of Plaintiffs' Complaint, Safeco lacks sufficient
 5 information to form a belief as to the truth of the allegations therein, and therefore denies the
 6 same.

7 3.10 In answer to paragraph 3.10 of Plaintiffs' Complaint, Safeco lacks sufficient
 8 information to form a belief as to the truth of the allegations therein, and therefore denies the
 9 same.

10 **IV. FIRST CLAIM**

11 4.1 In answer to paragraph 4.1 of Plaintiffs' Complaint, Safeco restates and reaffirms
 12 all preceding paragraphs.

13 4.2 In answer to paragraph 4.2, Safeco asserts that it calls for a legal conclusion to
 14 which no response is required. If a response is required, Safeco denies the same.

15 4.3 Denied.

16 4.4 In answer to paragraph 4.4, Safeco asserts that it calls for a legal conclusion to
 17 which no response is required. If a response is required, Safeco denies the same.

18 10.1 In answer to misnumbered paragraph 10.1, Safeco denies.

19 4.5 Denied.

20 **V. SECOND CLAIM**

21 5.1 In answer to paragraph 5.1 of Plaintiffs' Complaint, Safeco restates and reaffirms
 22 all preceding paragraphs.

1 5.2 In answer to paragraph 5.2 of Plaintiffs' Complaint, Safeco admits only that
 2 Safeco issued a policy of insurance of Aiden Israel, which policy is a written document that
 3 speaks for itself. Safeco further admits that policy was effective from April 12, 2022, through
 4 April 12, 2023. All other allegations are denied.

5 5.3 Denied.

6 5.4 Denied.

7 5.5 In answer to paragraph 5.5, Safeco states that paragraph 5.5 is an assertion, not
 8 allegation, to which no response is required. If a response is required, Safeco denies.

9 5.6 Denied.

10 **VI. RELIEF REQUESTED**

11 Defendant denies Plaintiffs are entitled to the relief they seek.

12 **AFFIRMATIVE DEFENSES**

13 By way of further answer and affirmative defense, Safeco asserts the following affirmative
 14 defenses. In denominating these matters as defenses, Safeco makes no representation or admission
 15 regarding the burden of proof on such matters, or waives any other available defenses, including
 16 defenses which may be revealed during discovery:

17 1. Plaintiffs' allegations fail to state a claim upon which relief may be granted.

18 2. On information and belief, Plaintiffs' claims are barred to the extent the doctrines
 19 of waiver, estoppel, and laches apply.

20 3. Plaintiffs are not entitled to recover under the Policy because exclusions,
 21 limitations, terms, conditions, definitions, endorsements, or other provisions apply.

22 4. Plaintiffs have failed to mitigate their damages and protect themselves from
 23 avoidable consequences.

5. Plaintiffs' claims may be barred by the applicable contractual suit limitation or statute of limitations.

RESERVATION

Safeco reserves the right to amend this Answer, including its defenses, should additional investigation and discovery reveal new information.

DEFENDANT'S PRAYER FOR RELIEF

WHEREFORE, Safeco prays for relief as follows:

1. That Plaintiffs take nothing by way of their Complaint;
2. For dismissal of Plaintiffs' Complaint with prejudice;
3. That Defendant be awarded its costs and attorneys' fees as allowed by law;
4. That Defendant's Answer be amended to conform to proof offered at the time of trial;
5. For such other and further relief as this Court deems just and equitable.

DATED this 10th day of July, 2023.

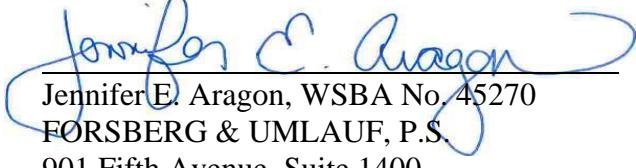
FORSBERG & UMLAUF, P.S.



Matthew S. Adams, WSBA No. 18820
FORSBERG & UMLAUF, P.S.
901 Fifth Avenue, Suite 1400
Seattle, WA 98164
Phone: (206) 689-8500
Fax: (206) 689-8501
E-mail: MAAdams@FoUm.law

DATED this 10th day of July, 2023.

1 FORSBERG & UMLAUF, P.S.
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5 Jennifer E. Aragon, WSBA No. 45270
6 FORSBERG & UMLAUF, P.S.
7 901 Fifth Avenue, Suite 1400
8 Seattle, WA 98164
9 Phone: (206) 689-8500
10 Fax: (206) 689-8501
11 E-mail: jaragon@foum.law
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CERTIFICATE OF SERVICE

2 The undersigned certifies under the penalty of perjury under the laws of the State of
3 Washington that I am now and at all times herein mentioned, a citizen of the United States, a
4 resident of the State of Washington, over the age of eighteen years, not a party to or interested in
5 the above-entitled action, and competent to be a witness herein.

6 On the date given below I caused to be served the foregoing **ANSWERS AND**
7 **AFFIRMATIVE DEFENSES OF DEFENDANT SAFECO INSURANCE COMPANY OF**
8 **AMERICA** on the following individuals in the manner indicated:

9 Sam Leonard
10 LEONARD LAW, PLLC
11 9030 35th Avenue SE, Suite 100
12 Seattle, WA 98126
13 Phone: (206) 486-1176
14 *Attorney for Plaintiffs*
15 (X) Via King County Court Mandatory E-Service
16 (X) Via U.S. Mail

SIGNED this 10th day of July, 2023, at Seattle, Washington.

/s/ Monica L. Schwandt
Monica L. Schwandt

EX. B

SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR
THE COUNTY OF KING

ISRAEL ET ANO

vs.

SAFECO INS CO OF AMERICA

Case No.: 23-2-10733-1 SEA

CERTIFICATE OF E-SERVICE

(AFSRES)

I, Samuel Leonard, certify that I initiated electronic service of the following document(s) on the parties listed below who have consented to accept electronic service via the King County eFiling Application. Service was initiated on September 26, 2023 at 03:02:08 PM.

Document(s):

1. NOTICE OF HEARING
2. MOTION OF PLAINTIFFS RE TO AMEND COMPLAINT
3. DECLARATION OF SAM LEONARD RE MOTION TO AMEND COMPLAINT

Parties:

1. Matthew Adams, Respondent/Defendant
email: MAdams@FoUm.law
2. Samuel Leonard, Petitioner/Plaintiff
email: sam@seattledebtdefense.com

Executed this 26th day of September, 2023.

s/ Samuel Leonard
WSBA #: 46498
9030 35th Ave SW, Suite 100
Seattle, WA 98126
2064861176
sam@seattledebtdefense.com